

Booking Disclaimer

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY. BY MAKING A BOOKING YOU AGREE TO ABIDE BY THESE CONDITIONS.

By making a payment to H2O Powerboat Experience you are stating that all participants within this booking;

- Are comfortable on or near water to undertake a rib ride at planing speed
- Are in good general health and confident that the activity is within your abilities. You must make us aware, during the booking process, or anytime before the start of your trip, of any injuries, illnesses and/or medical conditions that are likely to affect your health and/or safety during the trip

We cannot take you onboard if you are suffering with back, neck, heart complaints or if you are pregnant

- **Are at least 5 years old. The age can be raised if the wind speed/wave size increases. Children under the age of 18 must be accompanied by an adult. A ratio of one adult per child is required for children under 10 years old**
- Are willing to comply with all safety regulations as required by H2O Powerboat Experience
- Accept that H2O Powerboat Experience is not liable for a loss or damage to personal property not caused by the negligence of our skippers/staff
- Accept that the decision to undertake our trip and the consequences of doing so are entirely at your own risk. We do not accept any liability for personal injury or injury to others (except through gross negligence)
- Agree to photographs or video clips taken during the trip for marketing purposes. If customers do not wish to be photographed or filmed this should be raised with the skipper/staff before the trip
- Agree to pay a fee of £70 if life jackets are set off outside an emergency situation
- Have consideration for other people. We reserve the right to refuse participation to any person, who in the opinion of the vessel's skipper, is unfit or unable to travel, or deemed to risk the safety protocols, or operational feasibility, of the vessel. Anyone who we believe is under the influence of alcohol or drugs will not be allowed to participate and no refunds shall be given
- Arrive on time as due to the nature of our business punctual departure is essential. No refunds will be given if the trip is missed because of late arrival
- Agree that the trip might be cancelled due to bad weather or if we don't reach the minimum number of four passengers per trip. Cancellation notifications will be sent via text message and email provided at the time of booking. New trip date /refund will be offered as an alternative
- Should the skipper decide that the local sea / weather conditions at the intended destination are unsuitable for the tour, an alternative destination will be visited
- Agree that any cancellations/amendments by you that are less than 48 hours before the departure will not be refunded

T & C's – RYA COURSES

- On successful completion of the RYA courses your name, contact details, date of birth, certificate number and date of issue may be shared with the RYA through a secure web portal on www.rya.org.uk. The data will be stored on the RYA's central database. This information allows the RYA to record your qualification, to update any records they may hold for you, and to verify or replace your certificate if required.
- Own boat tuition is provided on the following basis:
 - The vessel is insured by the owner for loss, damage and legal liability to third parties
 - The client remains the skipper and legally responsible for the safe management of the vessel at all times (including when under tuition) and will not hold the Company responsible for any loss or damage.
 - The client undertakes to secure the consent of the insurers to this agreement
 - The client will ensure their boat is in an appropriate mechanical state for the course to be run. Where a course needs to be extended due to delays resulting from problems with the vessel additional time will be charged at our standard rates. Where we need to provide a vessel to replace a client's own boat on a course then this will be at our standard charter rates.
- A client who seeks 'own boat tuition' warrants that their craft carries equipment as detailed on the company's website and that the vessel is fit to proceed to sea. Clients warrant that any of their own equipment that they choose to use on a course (e.g. a lifejacket) are serviced in accordance with manufacturer's recommendations and have been checked prior to attending course.
- Individuals intending to obtain the International Certificate of Competence (ICC) are advised to check the RYA website (www.rya.org.uk) to ensure that they satisfy the RYA rules for eligibility for the issue of this certificate. The Company cannot be held responsible if an individual books a course with a view to subsequently obtaining an ICC but the RYA rejects their application.
- Children's Powerboat Courses: All certificates issued will be endorsed in line with the RYA requirements
- All courses require you to reach a certain standard at which the relevant certificate can be awarded. Certificates can only be awarded to those reaching that standard however if for whatever reason further time is required to reach the standard we will agree with you an 'Action Plan' to help you achieve the required level.

CANCELLATION POLICY – RYA COURSES

All courses must be paid for in full at the time of booking

Cancellations of a Booking must be notified at least 14 working days prior to the Training Course

Once payment has been received the course is only transferable at the discretion of the centre. Cancellations by applicants received less than 14 working days before the course start date will result in 50% of the course fee being forfeited. In the event of illness supported by a doctor's certificate, the centre will refund 90% of the course fee. However, please note that any

cancellations on or after the course start date for this reason will result in the full fee being forfeited. All cancellations must be in writing

Places which had been confirmed but which are cancelled in writing by an applicant and received at the centre no less than 14 days prior to the course start date will result in a refund of the course.

H2O Powerboat Experience reserves the right to cancel any course, due to low take-up or adverse weather conditions. On the rare occasion that this is necessary, an alternative course will be offered. No additional liability for compensation or expenses will be accepted.

There will be no refunds for bespoke lessons. If you can't make a lesson which you have paid for, notice should be given within 7 days when an alternative date maybe be considered. H2O PBE may cancel or postpone the lesson at any stage in the event of bad weather, equipment failure or otherwise during which an alternative date or refund will be offered.